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Collective Bargaining Agreements

9-1-1936

O. J. Morrison, Lewis Furniture Company, Logan Peoples Store, and others and Retail Clerks International Protective Association, Local 795, AFL, Addendum (1936)

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O. J. Morrison, Lewis Furniture Company, Logan Peoples Store, and others and Retail Clerks International Protective Association, Local 795, AFL, Addendum (1936)

Location

Logan, WV

Effective Date

9-1-1936

Expiration Date

12-31-1937

Number of Workers

160

Employer

O. J. Morrison; Lewis Furniture Company; Logan Peoples Store; Thomas E. Agee; Ammar Brothers; Logan Mercantile Company; Logan Music Shop; Brook and Waldren; Leader Store; Underselling Store; Steele Furniture Company; Deeters Shoppe; Bell Department Store; L . B. M. Maytag Company; R. J. Blankenship; Johnson and Queen; Cooks Nickel and Dime; Wieners Army and Navy; Lewis Pack; Sayer Brothers; Brown-built Shoe Store; Avis Eagle Coal Company; Liberty Clothing Store; Man Mercantile Company; Eiland Cut Rate Store; Junior Mercantile Company; Dawson and Phipps; United Outfitters; Harry Farly; Burel Flower Shoppe; Gore Grocery; Georges Creek Coal Company; Logan Jewelry Company; McNeely Furniture Company; Mannings Clothing Company; American Tailoring Company; Heckworth Jewelry Company; Ethel Service Station; Johnson Colubus; Village Grocery Company; Beckett Furniture Company; Raders Home Equipment Company; B. Mankin; Silver Brand Clothing; Reliable Department Store; Abbess Brothers; McCormick Home Furnishing; Smith Brothers; Clay Brothers; Robinett Grocery; Union Store; E. S. Southerland; Stollings Cash Grocery; Cottage Flower Shope; Sam Queen Grocery and Meats; Creddock Grocery; G. C. Wellman Jewelry Company; Wyatt Funeral Home

Union

Retail Clerks International Protective Association

Union Local

795

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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ARTICLES OF AGREEMENT BETWEEN RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION (affiliated with American Federation of Labor) LOCAL NO. 795 of Logan, West Virginia, and JOHN DOE of Logan, West Virginia.

Whereas, the parties hereto desire to establish a standard of labor rate of pay and other conditions under which the employee shall work for the employer during the term of this agreement and desire to regulate the mutual relationship between the parties hereto with a view of securing harmonious co-operation between them, and

THEREFORE, this contract and agreement, made and entered into this the First day of September, 1936, by Local No. 795, hereafter called the Union, through its authorized representatives, and, John Doe, hereinafter called the employer, this contract and agreement to be in full force and full effect from its date until the 31st day of Dec. 1937, unless sooner terminated subject to the terms, conditions and regulations hereinafter provided.

WITNESSETH

That for and in consideration of the performance of the conditions, terms, covenants and provisions herein recited, both parties hereto, individually and collectively agree as follows:

(a) A member in good standing of the Union is one who is fully paid up in dues and assessments by the first day of the month, has a button for the current month and who has a membership card which has not for any reason been suspended.

(2) Newly engaged employees shall first secure a permit from the Union and be recorded as on trial for a period of thirty (30) days, after which time they shall be considered regular employees of employer and be governed thereafter by the terms and conditions of this agreement. After such trial period any newly engaged employee must become a bona-fide member of this Union before such employee may retain his employment.

(a) All extra help must secure a working permit from the Secretary or Business Agent before starting to work; said permits to be granted at 10c per day, or 50c per month, provided they do not work more than seven (7) days per month. Extra help may work through emergencies of illness, vacation, and rush periods at \$1.00 per month.

(3) The Business Agent or authorized representative or officer of the Union shall have free and unrestricted admission to the business place of the employer at any reasonable time during the working hours for the purpose of ascertaining whether or not this agreement is being observed by the parties hereto, except, that no grievance shall be taken up or discussed on Saturdays.

(4) The regular hours of labor shall be regulated by the employer, applying to the respective crafts, but not to exceed 48 hours per week, excepting during peak periods of Christmas, Easter, and inventory periods. There shall be allowed to the employer, two weeks, consisting of six working days each, which said period may be used during any peak period stated above, however, 48 hours notice is required to be given by one party to another as to the periods during which these two weeks allowance is to be used.

(a) Not less than one hour shall be allowed each employee for each meal during the working day.

(5) The following days are agreed to be holidays: New Year's Day, April First (Union Day), Labor Day, Fourth of July, Thanksgiving Day and Christmas, and all employees shall be off duty on these days and stores closed. No employee shall be required to work or make up any time off duty on holidays. It is understood that it be optional with the employer that the store may stay open until 10:00 p. m. on the day before a holiday and all clerks will be paid time and one-half for all over time worked.

(6) It is further understood and agreed upon that there shall be no reduction of the wages, earnings, and salaries of the employees during the life of this contract.

(7) Apprentices shall be only those persons learning a skilled trade or occupation and without any previous experience in the trade or occupation and the terms of apprenticeship shall not exceed six months. There shall be an upward adjustment of wages, salaries of apprentices after 6 months in accordance with the wage scale attached and made a part of this agreement. The wage at which apprentices begin work shall be in no case less than the minimum wage established in the scale of unskilled labor.

(8) During the life of this agreement, no strike shall be called or sanctioned by the Union and no lockout shall be entered upon by the employer, until every peaceable method of settlement of any controversies shall have been tried in accordance with the prescribed rules and regulations of the Union.

(9) A grievance committee, consisting of an equal number of representatives of the employer and of the Union, shall be set up for the purpose of adjusting grievances, controversies, disputes or

differences. This committee shall consist of 2 members for each side. If a grievance cannot be adjusted by an individual employee and employer themselves, then it shall be referred to this grievance committee for decision. The grievance committee shall meet within 48 hours of the receipt of a notice of a violation, dispute, controversy or breach of contract. If the grievance committee fails to agree on any grievance, controversy, dispute or breach of contract a disinterested party shall be agreed upon by the grievance committee whose decision shall be final. If either party fails to appear before such committee when notified according to these provisions such failure to appear shall be taken as a confession and the party failing to appear shall forfeit all further rights, privileges heretofore enjoyed under and by virtue of this contract.

(10) It is further understood and agreed upon by the employer that he will only employ union labor and all employees shall be affiliated with and be members in good standing of the R. C. I. P. A., Local No. 795, before said employer shall be entitled to receive and display the Union Store Card. It is further agreed upon that the Union Local No. 795, shall have the right to withdraw, remove, repossess or take up the Union Store Card from the business premises or store of the employer, by giving 24 hours notice, oral or written, to the employer, after it has been found in accordance with Section 9 that a contract violation has occurred. The Union Local shall serve notice upon the employer of any of the Union members becoming suspended or expelled and the employer shall have ten days time to replace any such suspended or expelled union member employee.

(11) There shall be no discrimination of any kind against any member of the Union, on the part of the employer, or any of his managers, agents or representatives, on the account of his or her union activities.

(12) It is further understood and agreed by both parties hereto, that the wage scale and other conditions attached hereto, is hereby made a part of this agreement and shall be and is hereby accepted as the minimum wages, salaries and rates in force.

(13) The employer reserves the right to call in outside collectors, salesmen or commissioned men for inside work, but such outside employee shall not work inside more than 50% of his weekly time worked.

(14) All regular employees having one year or more service from the first day of June, 1935, shall be entitled to and receive one week's vacation with full rate of pay.

(15) It is expressly understood and agreed upon by the employer that the store opening and closing hours shall be as follows: On week days from 8 a. m. to 6 p. m., on Saturdays from 8 a. m. to 10 p. m.

(16) The Union Local No. 795 agrees to notify all Local Unions of the various crafts, and industries, by representative, letter and advertising; of the employer signing this contract with the Union Local No. 795, and further agrees to furnish each employer signing this contract a duplicate copy of this agreement to be kept in his store as a working rule for employer, and employee during the life of this contract.

FOR THE RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION, LOCAL NO. 795

By Mrs. Mella Riffe Business Agent
Authorized Representative.

For the
Employer John Doe

By John Doe
Authorized Representative.



Retail Clerks International Protective Association

Local Union No. 795

Affiliated With the American Federation of Labor

POSTOFFICE BOX No. 788

LOGAN, WEST VA.



MERCHANT'S THAT OPERATES UNDER AGREEMENT WITH THE
RETAIL CLERKS LOCAL UNION NO. 795 LOGAN, WEST VIRGINIA.

O.J.Morrison,	Dry Goods, Clothing and Shoes,	Logan, W.Va
Lewis Furniture Co.	Furniture	Logan, W.Va
Logan Peoples Store	Men's and Ladies Wear	Logan, W.Va
Thomas E. Agee	Undertaking	Logan, W.Va
Ammar Brothers	Men's and Ladies Wear	Logan, W.Va
Logan Mercantile Co.	Dry Goods & Ready to Wear	Logan, W.Va
Logan Music Shop	Musical Instruments	Logan, W.Va
Brooks & Waldern	Groceries & Meat's	Amerstdale "
The Leader Store	Ladies Ready to Wear	Logan, W.Va
The Underselling Store	Men'S & Ladies Ready to Wear	Logan, W.Va
Steele Furniure Co.	Furniture	Logan, W.Va
Deeters Shoppe	Ladies Ready to Wear	Logan, W.Va
The Bell Dept. Store	Dry Goods & Ready to Wear	Logan, W.Va
L.B.M. Maytag Co.	Washing Machines	Logan, W.Va
R.J. Blankenship	Grocerys & Meats	Peach Creek "
Johnson & Queen	Grocerys & Meats	W. Logan W.Va
Cooks 5 & 10	50c & 25c Store	Man, W.Va
Wieners Army & Navy	Army & Navy Goods & Shoes	Logan, W.Va
Lewis Pack	Grocery & Meats	Henlawson "
Sayer Brothers	Ready to Wear & Shoes	Logan W.Va
Brown-built Shoe Store	Shoes & Hose	Logan W.Va
Avis Eagle Coal Co	General Store	Lyburn, W.Va
Liberty Clothing Store	Men's & Ladies Ready to Wear	Logan, W.Va
Man Mercantile Co.	Men's & Ladies Ready to Wear & Shoes	Man. W.Va
Eiland Cut Rate Store	Army and Navy Goods	Logan, W.Va
Junior Mercantile Co.	General Store	Earling W.Va
Dawson & Phipps	Grocery's & Meats	Peach Creek "
United Outfitters	Men'S & Ladies Ready to Wear & Shoes	Logan, W.Va
Harry Farly	Grocerys & Meats	Amherstdale "
Harry Farly	Furniture	" " "
Burel Flower Shope	Flowers	Logan, W.Va
Gore Grocery	Grocerys & Meats	Man, W.Va
Georges Creek Coal Co.	General Store	Ethel, W.Va
Logan Jewelry Co.	Jewelry	Logan, W.Va
McNeely Furniture Co	Furniture	Man, W.Va
Mannigs Clothing Co	Men'S & Ladies Clothing	Logan W.Va
American Tailoring Co	Men's Clothing	Logan, W.Va
Heckworth Jewelry Co.	Jewelry	Logan, W.Va
Ethel Service Station	Grocerys & Gasoilne	Ethel W.Va
Johnson Colubus	Grocerys	Verdenville "
Village Grocery Co.	Grocerys & Meats	Stolling W.Va



Retail Clerks International Protective Association

Local Union No. 795

Affiliated With the American Federation of Labor

POSTOFFICE BOX No. 788

LOGAN, WEST VA.



(2)

Beckett Furnitur Co	Furniture	Logan	W.Va
Raders Home Eqpt Co.	Radios	Logan	W.Va
B.Mankin	Tailoring	Logan,	W.Va
Silver Brand Clothing	Men's Clothing & Fur.	Logan	W.Va
The Reliable Dept Store	Men's & Ladies Ready to Wear	Logan,	W.Va
Abbess Brothers	Men's & Ladies Ready to Wear	Logan,	W.Va
McCormick Home Furnishing	Home Outfitters	Logan,	W.Va
Smith Brothers	Grocerys & Meats	Logan,	W.Va
Clay Brothers	Grocerys & Feed	Man,	W.Va
Robinett Grocery	Grocerys	McConnelle	W.Va
The Union Store	Mens & Ladies Ready to Wear	Amherstdale	W.Va
E.S.Southerland	Grocerys & Gas	Peach Creek	W.Va
Stollings Cash Grocery	Grocerys & Meats	Stollings	W.Va
Cottage Flower Shope	Flowers	Logan,	W.Va
Sam Queen Grocery & Meats	Grocerys & Meats	Logan,	W.Va
Creddock Grocery	Grocerys	McConnell	W.Va
G.C.Wellman Jewelry Co	Jewelry	Logan	W.Va
Wyatt Funral Home		Aracoma	W.Va

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Number of Union Members Working Under Agreement 160

Number of Non Members Working Under Agreement None

Branch of Trade Coverd As Per Above List

Date Signed At Different Dats Date Of Expiration 31st day of Dec.1937

Name of Person Furnishing Information Joe Abel, Cor, Fin, Sec, for Local 795 R.C.I.P.A.

ARTICLES OF AGREEMENT

BETWEEN

Retail Clerks' International Protective Association

(Affiliated with the American Federation of Labor)

AND

JOHN DOE

THIS AGREEMENT, mutually entered into this First day of September A. D. 1936, by and between THE RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, through their authorized Agents C.D. Thompson, as President of Local No. 795 and Joe Abel, as Secretary of Local No. 795 of the City of Logan and State of West Virginia as parties of the first part, and John Doe of the City of Logan and State of West Virginia as parties of the second part.

WITNESSETH: That said parties of the first part, in consideration of the covenants and agreements hereinafter mentioned and mutually agreed upon by all parties to be kept, done and performed, do hereby lease for the period of Until the 31st day of December 1937 to the said parties of the second part One R.C.I.P.A. Union Store Card No. 000, the property of and issued by THE RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION.

Parties of the second part agree to retain in Their employ only members, or those if eligible, who will become members within thirty days from the date of their employment, of Local No. 795 RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION.

Parties of the second part agree that Their store, located at No. 245 Straten Street in the City of Logan State of West Virginia shall close at the following time:

All day on Sunday; all day on the following Legal Holidays: New Years Day, April First
(UNION DAY), Labor Day, Fourth of July, Thanksgiving Day, and Christmas,

at 12 o'clock noon on the following Legal Holidays:

at 6 P.M. o'clock on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays; at 10 P.M. o'clock on Saturdays. Parties of the first part agree to advise all Local Organizations of the City of Logan and State of West Virginia of the action of the second parties signing this agreement, and

IT IS FURTHER AGREED by all parties that the interests of each shall be mutually taken care of and advanced, and that any violation of the foregoing stipulations shall be sufficient cause for surrender of the Union Store Card.

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION
PARTIES OF THE FIRST PART

BY

PARTIES OF THE SECOND PART
WITNESS:

John Doe

C.D. Thompson Pres. Local No. 795

Joe Abel Secy. Local No. 795

WAGE SCALE AGREEMENT

FURNITURE AND HARDWARE:

1. Male help of over 12 months experience shall be paid \$20.00 per week of 48 hours. For apprentice help with less than 12 months experience \$16.50 per week of 48 hours per week.
2. Collectors and salesmen using their own car and gasoline, shall be paid not less than \$122.50 per month and commission, or the employer shall have the privilege to pay \$130.00 per month straight salary and \$15.00 monthly expense for the traveler.
3. Straight commissioned men using their own car and gasoline shall receive not less than 10% commission on their sales.
4. Collectors and salesmen requested to go out of the county on business for the firm shall be paid all their expenses.
5. The employer shall pay all commissions due to the employees, not later than on the tenth day of the following month for the commission accrued for the previous month and such payments of commission shall be accompanied by an itemized statement.
6. Hardware clerks, male, \$20.00 per week, female clerks \$16.50 per week of 48 hours per week. Help, male, Saturdays, \$4.00, and week days \$3.00 and female help, Saturdays, \$3.00 and week days \$2.00, not to exceed 10 hours on Saturdays and 8 hours on week days. Time for meals shall be observed according to contract. Time and one-half to be paid for over-time worked.

DRY GOODS, CLOTHING, FURNISHING, SHOES, ETC.

1. Apprentice, female, \$11.00 per week; male, \$15.00 per week of 48 hours per week.
2. Experienced help having more than 6 months experience, female, \$15.00; male, \$19.00 per week of 48 hours per week.
3. Assistant help to managers, window dressers, male or female, to be allowed to work 8 hours in excess of 48 hours at \$22.50 per week. All help to receive time and one-half for over-time worked.
4. Collectors and salesmen required to go out of county on business for firm shall be paid all their expenses.
5. The employer shall pay all commissions due to the employees not later than on the tenth day during the following month and such payments of commission shall be accompanied by an itemized statement.
6. Extra help, female, Saturdays, \$3.00, male \$4.00; week days, male \$3.00, female \$2.00, not to exceed 10 hours on Saturdays and 8 hours on week days. Time to be given for meals.
7. Collectors and salesmen using their own car and gasoline, shall be paid not less than \$122.50 per month and commission, or the employer shall have the privilege to pay \$130.00 per month straight salary and \$15.00 monthly expense for the traveler.
8. All wages and salaries are to be paid weekly. Time and one-half for overtime.

RETAIL FOOD INDUSTRY:

1. Apprentice help having less than 12 months experience, male \$14.00, female \$12.00 per week of 48 hours per week.
2. Experienced help, female, having more than 12 months experience shall receive \$16.50 per week of 48 hours. Experienced male help, having more than 12 months experience shall receive not less than \$20.00 per week of 48 hours.
3. Experienced help, male or female, receiving \$22.50 or more per week shall be permitted to work in excess of 48 hours per week while working as an executive, but in no case to exceed 56 hours per week.
4. Experienced extra help, male or female, Saturday to exceed 10 hours on Saturdays and 8 hours on weekdays \$4.00 and week days \$3.00 per day but not time worked. Full time to be given for regular meals. Time and one-half to be paid for overtime.